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REMARKS

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I. Amendments to the Claims

Claims 1-3, 6, 10, 11, 15-24, and 27-31 are pending in the present application, and Claims 1, 6, and 27 are the independent claims. Applicants have amended independent Claims 1, 6 and 27, amended dependent Claims 2 and 28-31, and canceled Claim 25 herein. No new matter has been added.

II. Claim Rejections Under 35 U.S.C. § 103

In the Office Action, the Examiner rejected the pending claims under 35 U.S.C. § 103 as allegedly being unpatentable over U.S. Patent No. 7,143,048 to Ruben (hereinafter Ruben) in view of U.S. Patent No. 6,871,140 to Florance (hereinafter Florance) and U.S. Patent No. 6,904,412 to Broadbent (hereinafter Broadbent). In particular, the Examiner cited portions of column 4 from the Ruben patent as allegedly disclosing populating a lease agreement with owner property information. Applicants respectfully disagree that Ruben discloses populating a lease agreement with owner property information. In addition to the following remarks, Applicants also have submitted claim amendments which further distinguish the claims from the cited references.

A. <u>Ruben Only Discloses Leases That Are Static Documents</u>

Applicants submit that the paragraphs in column 4 of Ruben that the Examiner cites do not disclose populating a lease agreement with owner property information as recited in independent Claims 1, 6, and 27. In the beginning of the section cited in the Office Action, Ruben clearly draws a distinction between two types of information - (i) "static documents" such as leases that "are not modifiable directly in the system" and (ii) "interactive information" used for abstracts and service requests that allows for "pre-populating" data fields. (Compare column 3, lines 41-45 and 55 with column 4, lines 1-19.) This distinction between static lease agreements and other types of interactive information is repeated in the list at column 4, lines 30-31. Because the lease agreements described in Ruben are static, they cannot be populated by the system with owner property information each time a new lease is negotiated. Instead, the lease

agreements have to be "updated directly in their native applications" and then uploaded again to the system. (Ruben, column 3, line 46.)

The Examiner also cites column 4, lines 50-60 of Ruben to support the rejection. While this paragraph does describe a property owner being associated with a property, there is no mention of the system using this information to populate a lease agreement.

In view of the express statements in Ruben that leases are treated as static documents that are not populated using previously entered information, Applicants submit that Ruben does not disclose populating a lease agreement with owner information as recited in the independent claims.

    B. <u>The References Fail to Disclose Populating a Lease Agreement Using an Electronic Term Sheet</u>

Applicants further submit that the references also fail to disclose populating the lease agreement with information from an electronic term sheet as recited in each of the amended independent claims. Specifically, each of the independent claims describe the owner and tenant negotiating an electronic term sheet using the inventive system and then using that information from the electronic term sheet to populate the lease agreement. Support for these amendments to the claims can be found at paragraphs 0019-0021 and 0054-0057 of the published application (publication no. 2002/0062277).

The capability to allow the owner and tenant to negotiate an electronic term sheet using the inventive system and then populate the lease agreement with the agreed upon terms allows the parties to streamline the entire lease transaction. Because the references of record do not disclose populating a lease agreement with terms from an electronic term sheet, Applicants submit that the amended claims are allowable.

    C. <u>Dependent Claims</u>

Each of Claims 2, 3, 10, 11, 15-24 and 28-31 depends directly or indirectly from one of the independent claims discussed above. Accordingly, for at least the reasons discussed above with respect to the independent claims, Applicants submit that the dependent claims are likewise

patentable over at least the cited references. The dependent claims also recite additional features that further define the claimed invention over the cited references. Accordingly, Applicants request separate and individual consideration of each dependent claim.

Applicants have not addressed each specific rejection of the dependent claims because Applicants submit that the independent claims are allowable over the documents of record, as discussed above. Applicants have not acquiesced to any such rejections and reserve the right to address the patentability of any additional claim features in the future.

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CONCLUSION

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Applicants submit the foregoing as a full and complete response to the Office Action mailed on April 14, 2009. Applicants submit that this Amendment and Response places the application in condition for allowance and respectfully request such action. If any issues exist that can be resolved with an Examiner's Amendment or a telephone conference, please contact Applicants' undersigned attorney at 404.572.3505.

Respectfully submitted,

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